

REMARKS

STATUS OF THE CLAIMS:

Claims 1-12 have been pending.

Claims 1-12 are rejected under 35 U.S.C. § 112, second paragraph, for allegedly "failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention."

Claims 1-12 are rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Stout, Jr. et al., U.S. Patent No. 5,878,404, hereinafter referred to as "Stout," in view of Szlam, U.S. patent No. 6,868,395, hereinafter referred to as "Szlam."

In accordance with the foregoing, the specification and claims are amended, claims 1 and 10 are cancelled without disclaimer or prejudice, and, thus, the pending claims remain for reconsideration, which is respectfully requested.

No new matter has been added.

The Examiner's rejections are respectfully traversed.

CONFIRM RECEIPT OF PRIORITY DOCUMENT

The Applicants respectfully request that the Examiner acknowledge the claim for foreign priority based upon the Japanese Application No. 2001-130838 filed April 27, 2001, and to acknowledge receipt of the certified copy of this foreign priority document submitted to the USPTO on August 31, 2001 (according to USPTO Patent Application Information Retrieval), by checking the appropriate boxes of item 12 in the Office Action Summary.

OBJECTION TO THE SPECIFICATION:

The specification is objected to because it allegedly consists of faulty English, and the Examiner requests a substitute specification in proper idiomatic English and in compliance with 37 CFR 1.52(a) and (b).

Regarding the objection to the specification and the substitute specification requirements, 37 CFR 1.125(a) provides that a substitute specification might be required "[i]f the number or nature of the amendments or the legibility of the application papers renders it difficult to consider the application" However, upon a review of the specification, and in view of the Examiner not specifying why the specification has faulty English and/or not specifying any typographical errors, it is respectfully asserted that the specification uses proper idiomatic

English sentences and the specification is not difficult to consider. According to the foregoing, the specification has been amended to improve English sentence form and to correct minor typographical errors. No new matter has been added. Therefore, a substitute specification requirement is not appropriate, and withdrawal of the objection in view of the remarks and the specification amendments is respectfully requested.

OBJECTION TO THE ABSTRACT:

The Examiner objected to the Abstract because it is more than 150 words. According to the foregoing the Abstract is replaced. Withdrawal of the objection to the Abstract is respectfully requested.

35 U.S.C. § 112, SECOND PARAGRAPH REJECTION:

In accordance with the foregoing, the claims are amended, taking into consideration the Examiner's comments. Applicants respectfully submit that the claims, as amended, comply with the requirements of 35 U.S.C. § 112, second paragraph. Accordingly, withdrawal of the rejection to the claims is respectfully requested.

35 U.S.C. § 103(a) REJECTION:

Independent claims 2, 11 and 12 are allegedly unpatentable over Stout in view of Szlam.

The embodiment of claim 2 first identifies a delinquent debtor or potential delinquent debtor, by providing "extracting ~~invitation~~ **target customers** ~~each~~ satisfying conditions for being a defaulting debtor or being a candidate for defaulting on the loan ~~debtor~~ from all debtors." All the subsequent recitations in the embodiment are applied to that identified target defaulting customer, where the delinquent debtor is invited to, for example, refinance his/her loans, as provide in claim 2, which recites "notifying each of the ~~extracted debtor~~ **target customers**, by postal mail or E-mail, of an invitation to ~~alteration~~ alter of present contract contents of the loan to ~~other contract contents which~~ allow relaxation of payment terms, and an address of a Web site at which an application ~~for the alteration of~~ to alter the present contract contents is received."

In contrast, Stout restricts delinquent debtors from changing interest rates of loans. More specifically, Stout, at column 6, lines 15-23 reads:

If a debtor has not made the currently due or, previous time payments on a timely basis, the delinquencies are recorded in memory (see FIG. 2 at 36), and **he may not be granted the benefit of a rate reduction**. Accordingly, the rage adjustment option module 18 limits the resetting of the rate of interest in response to recorded delinquencies or a currently due time

payment. **Rate adjustment may be prohibited if any payments are delinquent** or if a prescribed if any payments are delinquent or if a prescribed number of late payments is exceeded.

Further, Stout at column 6, lines 32-37 recites:

If the debtor is not delinquent and is current, the system 10 (FIG. 1) prints a contract or agreement setting out the new payment terms including the new rate of interest, the new time payment and the new term, if applicable, and authorizing the lending institution to change the interest rate, as shown by step 62.

These passages of Stout teach away from the “extracting” and “notifying” of claim 2, because they expressly exclude delinquent debtors from receiving offers to refinance their loans. Therefore, Stout fails to disclose or suggest the claimed “~~extracting invitation-target customers each~~ satisfying conditions for being a defaulting debtor or being a candidate for defaulting on the loan ~~debtor~~ from all debtors,” because Stout expressly teaches away from targeting “a defaulting debtor or ... a candidate for defaulting” as target customers.

The Examiner also relies up Szlam, at column 12, lines 12-34, to discuss the claimed “notifying each of the ~~extracted debtor~~target customers, by postal mail or E-mail, of an invitation to ~~alter~~ alter of present contract contents of the loan to ~~other contract contents which allow~~ relaxation of payment terms, and an address of a Web site at which an application ~~for the alteration of~~ to alter the present contract contents is received,” as recited in claim 2. Szlam, at column 12, lines 13-18, recites:

... a server obtains and reviews information regarding the customer and generates payment terms and term limits. The server generates an enclosure for an e-mail message, including the payment terms and the limits. The e-mail message, with the enclosure, is then sent to the customer ...

However, Szlam fails to disclose or suggest “~~extracting invitation-target customers each~~ satisfying conditions for being a defaulting debtor or being a candidate for defaulting on the loan ~~debtor~~ from all debtors,” as recited, for example, in claim 2. Therefore, a prima facie case of obviousness can not be based upon Szlam and Stout, because there is no motivation, teaching or suggestion in either Szlam or Stout to modify or combine the references to disclose or suggest the claimed “notifying each of the ~~extracted debtor~~target customers, by postal mail or E-mail, of an invitation to ~~alter~~ alter of present contract contents of the loan to ~~other contract contents which allow~~ relaxation of payment terms, and an address of a Web site at which an application ~~for the alteration of~~ to alter the present contract contents is received,” because both Stout and Szlam are silent on any “~~extracting invitation-target customers each~~ satisfying conditions for being a defaulting debtor or being a candidate for defaulting ~~debtor~~ from all

debtors," and Stout expressly teaches away from targeting "a defaulting debtor or ... a candidate for defaulting," which undermines any suggest to be combined with Szlam or to be modified based upon Szlam, and further Szlam is only directed to sending email solicitations, failing to provide any motivation or suggestion to modify Stout, to achieve the claimed embodiments.

Independent claims 11 and 12 patentably distinguish over the cited prior art for similar reasons as independent claim 1.

Dependent claims recite patentably distinguishing features of their own or are at least patentably distinguishing due to their dependence from the independent claims. Withdrawal of the rejection of pending claims, and allowance of pending claims is respectfully requested.

CONCLUSION

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

STAAS & HALSEY LLP

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By: _____


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